

**REMARKS**

The present communication is responsive to the Official Action mailed on December 29, 2005.

As a result of the present amendment, claim 29 has been cancelled. Therefore, claims 22-28, 30-36 and 38-40 remain in the application. Of those claims, claims 22 and 34 are independent claims. All the other claims pending in the application depend from one of the independent claims.

Claim 22 has been amended as indicated herein above. In particular, claim 22 now recites "accessing, by the credit company server, a database having standard commissions and item charge rates associated with each of the plurality of suppliers associated with the plurality of supplier servers;...calculating, at the credit company server, a term of payment for each supplier associated with the plurality of supplier servers based on the standard commissions and item charge rates associated with each supplier and the interest rate; simulating at the terminal apparatus the calculated term of payment for the suppliers associated with the plurality of servers; [and] creating the credit contract including one of the calculated terms of payment." Claim 22 has also been amended to improve its form.

Claim 34 has also been amended to now recite "accessing, by the credit company server, a database having standard commissions and goods codes associated with each of the supplier servers; setting, at the credit company server, a first interest rate based on the type of good being purchased; calculating, at the credit company server, a credit payment method for each of the supplier servers based on the first interest rate and the standard commissions and goods codes associated with each of the supplier servers, each credit payment method including a payment frequency and a payment start date; [and] providing the credit

payment method associated with each supplier to the user terminal." Claim 34 has also been amended to improve its form.

Support for the foregoing amendments to claims 22 and 34 may be found by reference to, for example, FIG. 6 and page 35, lines 1-13 of the written description. Applicants therefore respectfully submit that no new matter is added to the application as a result of the present amendments to the claims.

Applicants respectfully submit that in view of the foregoing amendments to claims 22 and 34, the rejection of the claims under 35 U.S.C. §102(e) as being anticipated by U.S. Pub. No. 2005/0102188 to Hutchinson, et al. ("*Hutchinson*") is now moot. Applicants therefore respectfully request withdrawal of the rejections.

In particular, applicants respectfully submit that *Hutchinson* does not teach or suggest the claims as amended. More specifically, *Hutchinson* teaches a system whereby a user is only presented with payment options from one supplier. (See *Hutchinson*, FIGS. 8-42 and their accompanying descriptions.) *Hutchinson* does not suggest that the user may be presented with payment options from a plurality of supplier servers or suppliers. Thus, applicants respectfully submit that the claims are distinguishable over *Hutchinson* for at least this reason.

In particular, *Hutchinson* does not teach or suggest "calculating, at the credit company server, a term of payment for each supplier associated with the plurality of supplier servers based on the standard commissions and item charge rates associated with each supplier and the interest rate; [or] simulating at the terminal apparatus the calculated term of payment for the suppliers associated with the plurality of servers," as is recited in claim 22.

*Hutchinson* similarly does not teach or suggest "calculating, at the credit company server, a credit payment method for each of the supplier servers based on the first

interest rate and the standard commissions and goods codes associated with each of the supplier servers, each credit payment method including a payment frequency and a payment start date; [or] providing the credit payment method associated with each supplier to the user terminal," as is recited in claim 34.

Claims 22 and 34 are therefore not anticipated or suggested by *Hutchinson* for at least the foregoing reasons. As all the remaining claims in the application depend from either claim 22 or claim 34, applicants also respectfully submit that these claims are not taught or suggested by *Hutchinson* for at least the foregoing reasons.

Lastly, applicants also respectfully request that the Examiner specifically point out the particular portions of the provisional application that support her rejection. As discussed in applicants' amendment dated August 31, 2005, in order for *Hutchinson* to qualify as relevant prior art under §102(e), the subject matter in *Hutchinson* on which the Examiner relies must have been included in either the '949 patent application or the provisional application which she refers to. If those applications do not include the disclosure which the Examiner relies on in citing to *Hutchinson's* published application, then her rejection is improper under 35 U.S.C. §102(e) as the published application would not qualify as prior art. That is the Examiner's burden, not applicants'.

As it is believed that all of the rejections set forth in the Official Action have been fully met, favorable reconsideration and allowance are earnestly solicited. If, however, for any reason the Examiner does not believe that such action can be taken at this time, it is respectfully requested that she telephone applicants' attorney at (908) 654-5000 in order to overcome any additional objections which she might have.

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If there are any additional charges in connection with this requested amendment, the Examiner is authorized to charge Deposit Account No. 12-1095 therefor.

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Respectfully submitted,

By 

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